

Private Roadway & Crossing Agreement

No. 206,267

Trf: (NP) #41026 3-1-24 Republic Creosoting Co. which changed its name to Reilly Tar & Chemical Corporation

AGREEMENT, made this 1st day of March 1972, between BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter called "Railroad", and QUENDALL TERMINALS COMPANY, a joint venture of PUGET TIMBER COMPANY and ALTINO PROPERTIES, INC., whose post office address is P.O. Box 477, Renton, Washington 98055

, hereinafter called "Permittee,"

WITNESSETH:

WHEREAS, Permittee desires for Permittee's use the construction and maintenance upon the right of way of Railroad of a private road crossing

hereinafter sometimes jointly referred to as the "roadway", and sometimes referred to as the "crossing" to be located at survey station 938 plus 02 at Renton, King County, Washington

colored red dated February 2, 1972 as shown upon the plan which is attached hereto and made a part hereof, marked Exhibit "A", and Railroad agrees to the construction and maintenance thereof and the use thereof by Permittee upon the following terms and conditions:

1. The Railroad shall maintain said crossing at the Permittee's cost and expense.

2. Permittee shall, upon execution hereof, pay to Railroad for the license and permission hereby granted the sum of Twenty Dollars (\$20.00) for the first five (5) year period and for each subsequent five (5) years that this agreement remains in effect.

3. Permittee shall, before any construction is begun, also pay to Railroad the sum of--

the agreed cost of the work and materials to be furnished by Railroad at the expense of Permittee, including cost of removal of said roadway.

Permittee shall also pay to Railroad from time to time the cost of the maintenance, additions and betterments done by Railroad herein agreed to be borne by Permittee, within twenty (20) days after bills are rendered therefor.

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4. Should the right of way be now or hereafter fenced at the location described, Permittee shall construct, maintain, and keep repaired at Permittee's expense, farm crossing gates in a manner satisfactory to the Division Superintendent of Railroad, and said gates shall be kept closed, except when necessary to be open for travel. Permittee agrees to assume all damages of every kind whatsoever resulting from Permittee's failure to keep gates closed, or for failure to keep the same in proper repair, as agreed in this paragraph.

5. Permittee shall at all times keep the flangeways of said crossing free and clear of all snow, dirt or any other obstructions whatsoever which may accumulate by virtue of vehicles or farm machinery crossing thereover or otherwise.

6. Permittee shall not permit said crossing to be used as a public crossing.

7. Permittee, at Permittee's own expense, shall remove and keep removed any vegetation at said crossing which may interfere with the view of trains approaching in either direction.

8. The permission hereby granted shall neither be or be deemed or construed to be a grant of land nor shall it constitute ownership by Permittee of the roadway or that portion of the right of way of Railroad upon which the roadway is located.

9. Permittee shall and hereby does release and discharge Railroad of and from any and all liability for damage to or destruction of the said roadway, or any property of Permittee thereon; and shall and hereby does assume any and all liability for injury to or death of persons, or loss of or damage to property in any manner arising from or during the construction, use, maintenance, repair or removal of said roadway, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and shall and hereby does indemnify and save harmless Railroad of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid. Permittee further agrees to appear and defend in the name of Railroad any suits or actions at law brought against it on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against the Railroad in any such suit or action. The liability assumed by Permittee herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against Railroad may arise out of negligence of Railroad, its officers, agents, servants or employees, or be contributed to by such negligence.

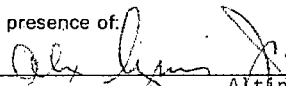
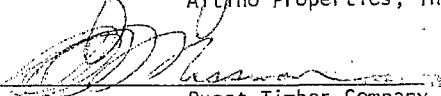
10. In the event Railroad shall require the use of its premises occupied by the said roadway or any part thereof for any purpose whatsoever, or if Permittee shall fail to keep and perform any of the terms and conditions of this agreement herein agreed by Permittee to be kept and performed, Railroad shall have the right to terminate this agreement at any time upon giving to Permittee thirty (30) days' written notice of its intention so to do and shall, upon expiration of said thirty (30) days, have the right to remove said crossing and barricade said roadway at the cost and expense of Permittee. Said notice shall be good if served personally upon Permittee or posted upon the premises or deposited postpaid in a United States Post Office, addressed to Permittee at Permittee's Post Office address above stated. No portion of any payments made hereunder will be refunded upon termination of this agreement.

11. Permittee shall not assign this agreement or permit any other person or persons to use or occupy any portion of the premises of Railroad occupied by the said roadway without first having obtained the written consent of Railroad.

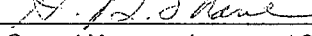
12. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

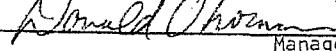
In presence of:


Altino Properties, Inc.

Puget Timber Company

BURLINGTON NORTHERN INC.

By 
General Manager—Leases and Contracts

QUENDALL TERMINALS COMPANY

By 
Manager

Title
Permittee

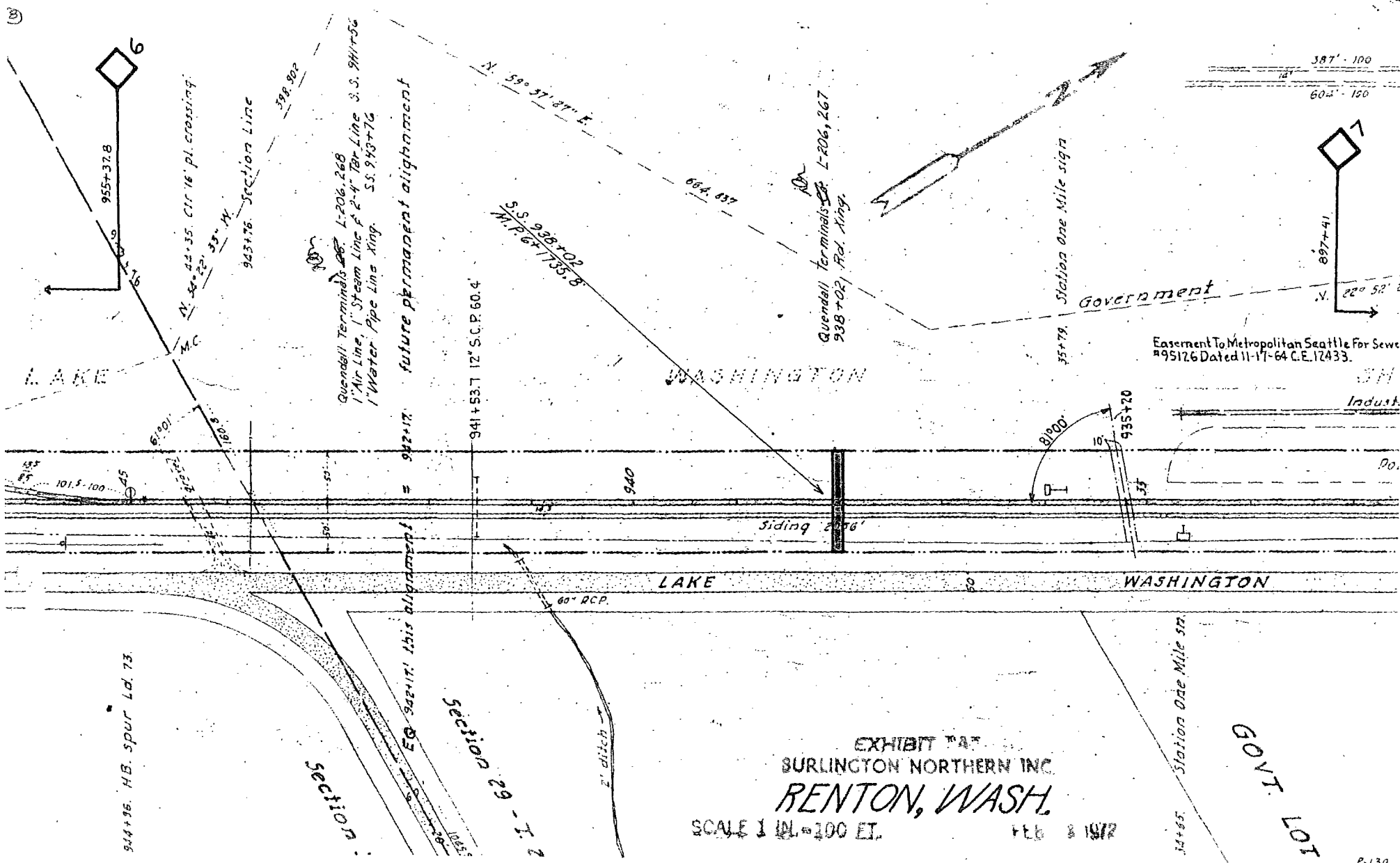


EXHIBIT "A"
 BURLINGTON NORTHERN INC.
RENTON, WASH.

SCALE 1 IN. = 100 FT.

FEB 8 1972